

PROCUREMENT OFFICE

Division of Finance

Community, Municipal Services/Education

1 Franklin Street, Suite 345, Hampton, VA 23669-3570

Phone: (757) 727-2200 Fax: (757) 727-2207

July 15, 2003

Re: Request For Proposal 04-303909 /M

Gentlemen/Ladies:

The Director of Finance or his designated representative, on behalf of **City of Hampton** will accept written responses in the Procurement Office 1 Franklin Street, Suite 345, Hampton, Virginia, 23669-3570 until **4:00 PM** sharp local time, **Thursday, September 11, 2003** at which time they will be opened and read aloud for the following:

Proposals from proven experienced Air Pollution Control equipment providers to furnish and install necessary APC equipment for RECOUP 2000 Phase 3 retrofit project at Hampton/NASA Steam Plant.

Mandatory pre-proposal conference scheduled 10:00 AM sharp, local time, August 12, 2003 on site 50 Wythe Creek Road Administrative Conference Room.

Legal requirements mandate that responses to this solicitation be submitted sealed. Therefore FAX responses shall not be accepted.

Any previous submittals, offers, price given, either orally or written, can not be accepted as a response to this formal solicitation. To insure fair and equal consideration of your response, if you wish to compete, please reply to this request.

Response must be submitted with Five (5) originals of all materials

NOTE: General Conditions Section 30 does not apply to this contract. All questions regarding this solicitation shall be in writing using the pre-proposal question form and must be in the Procurement Office by no later than 4:00 p.m. Wednesday, September 3, 2003. Copies of all questions and their answers will be distributed to those on the proposal list. Questions may be faxed to (757) 727-2207; however, it shall be the responsibility of the sender to verify receipt of all transmissions. The City of Hampton shall not be responsible for missed transmissions.

All forms relating to this solicitation may be obtained from the Procurement Office, 1 Franklin Street, Hampton, Virginia, subject to the following.

One set of all related solicitation forms may be picked up at the Procurement Office with no charge. Additional sets will be sold at \$50.00 per set. Requests for mailing of these forms shall be honored only upon receipt of a non-refundable payment of \$40.00 per set or an on call pick-up authorization and account number for a parcel delivery service. All checks shall be made payable to City of Hampton.

However, all firms or persons obtaining solicitation packages are asked to comply with the following: All those submitting a response shall return all unpurchased solicitation packages with response. All non-responders shall return same within five (5) days of submittal date.

A bid bond or cashier's check, payable to the City of Hampton equal to five percent (5%) of the total price shall accompany any response that is \$10,000.00 or more.

A performance bond and payment bond, each equal to one hundred percent (100%) of the contract price shall be required from the successful contractor before any agreement is approved and issued if the contract price is \$10,000.00 or more.

Insurance of the type coverage and minimum amounts as indicated on the attached Certificate of Insurance, shall be secured and maintained during the term of any agreement reached subsequent to this solicitation. The successful vendor shall be required to complete the attached form, NOT A STANDARD INSURANCE INDUSTRY "ACORD" FORM. If any vendor is uncertain as to whether or not his insurance company will agree to use this form, please check before submitting a response to this solicitation.

While cost is important it will not be the only consideration in the selection process. Equally important will be past experience and performance with similar projects, and the ability to focus attention on this project. Evaluation shall be in accordance with stated criterion using the competitive negotiation process in accordance with the Virginia Public Procurement Act. The best proposal will be selected by the using entity.

Public announcement of the decision to award this contract shall be issued in written form distributed to all responsive participants via facsimile transmission, using the offeror's number provided on the formal response form. Public records shall be available for inspection from the date of the public announcement.

It is the policy of the City of Hampton, Virginia to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the cities procurement activities. Toward that end the City of Hampton, Virginia encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships joint ventures, sub-contracts, and other contractual opportunities.

In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193 it is the policy of the City of Hampton, Virginia not to discriminate against faith-based organizations.

During the performance of this contract, the contractor agrees as follows: (i) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a

bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (ii) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. (iv) The contractor will include the provisions of i, ii, and iii in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

A withdrawal of bid due to error shall be in accordance with Section 2.2-4330 A (i) of the Code of Virginia.

The City of Hampton reserve(s) the right to reject any and all responses, to make awards in whole or in part, and to waive any informalities in submittals.

Yours Truly,
FOR CITY OF HAMPTON, VA
W. C. Mingee
Supervising Buyer